

## MEMORANDUM OF UNDERSTANDING

## BETWEEN

THE ARIZONA DEPARTMENT OF TRANSPORTATION,  
THE FEDERAL HIGHWAY ADMINISTRATION, ARIZONA,  
AND  
THE BUREAU OF LAND MANAGEMENT, ARIZONA

I. PURPOSE

This memorandum outlines policies and procedures for the Bureau of Land Management (BLM), Arizona Department of Transportation (ADOT), and Arizona Division of Federal Highway Administration (FHWA) to establish and improve cooperative working relationships for implementing the BLM/FHWA Interagency Agreement Number AA-851-IA2-40 of July 27, 1982, specifically by:

- A. Developing a mutual understanding of the missions, goals, constraints and responsibilities of the BLM, ADOT and FHWA as they relate to land and resource management practices on public lands under or contiguous to ADOT highways; ADOT development and operations practices on highways located on public lands; and public lands needed for transportation purposes.
- B. Defining BLM, ADOT, and FHWA organizational structures and identifying areas of cooperation to facilitate coordinated work efforts;
- C. Developing procedures and standardized methods for communication and coordination; and
- D. Minimizing duplication of work and streamlining work processes.

This memorandum provides for a coordinated approach to accomplish land and resource management and transportation development and operation management in completing BLM, ADOT and FHWA goals and objectives. Such coordination is subject to the respective authorities of each agency, and is designed to eliminate duplication of work, to establish procedures for streamlining work processes, to ensure each agency is provided sufficient lead time for proper sequential functions, to make more efficient use of and share available resources, and to develop and execute action programs which maximize responsiveness to public needs and concerns.

II. AUTHORITY

The broad authority for this Memorandum of Understanding is contained in the Federal Land Policy and Management Act of 1976 (90 Stat. 2743, 43 U.S.C. 1737); the various Federal

Aid Highway Acts codified in 23 U.S.C.; the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*); Title IV of the Inter-Governmental Cooperative Act of 1968 (P.L. 90-577; 31 U.S.C. 6506); the Federal Grants and Cooperative Agreement Act of 1977 (PL 95-224; 41 U.S.C. 501-509); and Arizona Revised Statutes sections 28-104. Other authorities, and regulations for administering such authorities, if applicable, will be cited within subsequent Programmatic Operational Agreements which will supplement this Memorandum. This memorandum provides an operating framework for the 1982 Interagency Agreement (AA 851-IA2-40) between BLM and FHWA (Attachment 1).

### III. ORGANIZATION AND WORK FLOW

#### A. Bureau of Land Management

1. Arizona BLM organizational structure consists of two levels of line management--Field Managers and the State Director. Decision-making authority for most actions occurring on public lands has been delegated to the respective Field Managers within the following seven field offices administering BLM public lands Arizona:

- a. Arizona Strip Field Office- St. George, Utah
- b. Phoenix Field Office - Phoenix, Arizona
- c. Kingman Field Office - Kingman, Arizona
- d. Safford Field Office - Safford, Arizona
- e. Tucson Field Office - Tucson, Arizona
- f. Yuma Field Office - Yuma, Arizona
- g. Lake Havasu Field Office - Lake Havasu City, Arizona

2. Staff positions provide technical and administrative assistance and support to both levels of line management. One additional level of technical staff assistance is available at the BLM National Applied Resource Science Center in Denver, Colorado.

3. BLM's customary internal work flow is from the technical staff specialist to the Field Manager and from the Field Manager to the State Director. Generally, on intergovernmental working relationships, the Field Managers and their staffs work with their local counterparts and the State Director and his/her staff work with State and regional offices.

#### B. Arizona Department of Transportation

1. ADOT operates under a centralized structure with the primary support offices in Phoenix. There are ten districts throughout the state as follows:

Kingman  
Flagstaff  
Globe  
Holbrook  
Yuma

- C. Achieve effective conflict resolution by:
1. developing and implementing a process for resolving conflicts (see Section VIII of this document);
  2. maintaining a commitment to use the process developed;
  3. honoring past commitments;
  4. maintaining a solutions-oriented attitude; and
  5. recognizing the need for flexibility, especially to meet the public safety needs.
- D. Streamline and improve timeliness of review processes by:
1. early involvement of all relevant parties through proactive participation;
  2. pooling and sharing of expertise and resources;
  3. striving for a single point of contact;
  4. eliminating unnecessary paperwork and processing steps; and
  5. removing, where feasible, FHWA from routine right-of-way transactions.
- E. Coordinate planning processes by:
1. holding, at a minimum, yearly coordination meetings;
  2. integrating transportation needs with BLM land use plans;
  3. using an interdisciplinary approach throughout all processes; and
  4. developing consensus on the environmental review process.
- F. Develop and maintain effective teamwork by:
1. undertaking additional training in team building and partnering;
  2. striving for mutual respect; and
  3. evaluating the Partnership on an annual basis.

## VII. COORDINATION MEETINGS

The BLM, ADOT, and FHWA agree to hold coordination meetings as follows:

A. Local coordination meetings or contacts between each BLM Field Office and corresponding ADOT Districts will be held as often as needed, but not less frequently than annually. Attending these meetings will be the BLM Field Manager, FHWA and ADOT District Engineers, and appropriate staffs. The meetings will be scheduled by joint action of the BLM Field Managers and ADOT District Engineers. Other groups, agencies and individuals, as deemed necessary or beneficial to the intent of the meeting, may be invited to attend. The purpose of these local meetings are to:

1. Share information and keep each other informed of progress on ongoing projects and the partnering effort.
2. Review agency responsibilities, programs and priorities, including preliminary plans which may develop into future cooperative efforts.

3. Identify additional opportunities for improvement that may require the attention and/or support of the next level of management and/or should be included on the agenda for the State meeting.

4. Work out exchanges of materials, workers or equipment on a temporary basis and on specific case related work areas where such an arrangement would be to the mutual benefit of the BLM, ADOT, and FHWA.

B. State meetings, as necessary, but not less frequently than annually, and preferably after concluding all the local meetings, will be scheduled by joint action of the BLM State Director, ADOT State Engineer, and FHWA Division Administrator. Agenda items and participants will be discussed as needed before the meeting. The purpose of the State meetings are to:

1. Discuss each agency's short and long range plans, annual work plans, and programming processes to provide adequate time for submission of budget requests to ensure simultaneous scheduling of programs and completion of scheduled work.

2. Develop and maintain procedures designed to coordinate BLM, ADOT and FHWA work on a statewide basis.

3. Review priorities and designate critical functional and/or geographical areas.

4. Conduct joint evaluations of the Partnership and review of plans and/or completed work.

## VIII. CONFLICT RESOLUTION

All parties agree to work cooperatively to avoid and resolve conflicts. If disagreements emerge which cannot be resolved, the following procedure will be followed:

A. All parties involved must agree that an impasse has been reached.

B. All parties involved must be able to respond in the affirmative to the following statements:

1. The position I am taking is consistent with my agency's mission.

2. The position I am taking is legal and ethical.

3. The position I am taking is good for our partners and customers.

4. The position I am taking makes efficient use of resources.

5. I am willing to accept full responsibility for the position I am taking.

C. If each party to the impasse has honestly answered yes to the above statements and an impasse remains, the impasse shall be escalated as follows:

BLM	ADOT	FHWA
Project Manager	Project Manager	Area Engineer
Field Manager	Assistant State Engineer /District Engineer	District Engineer
Deputy State Director, Resources	Deputy State Engineer	Assistant Division Administrator
State Director	State Engineer	Division Administrator

D. When the parties at the lowest level have agreed to escalate, a meeting date will be established within 5 working days. At that time, parties from both levels will meet to discuss the issues and to come to resolution. If an agreement cannot be reached, then the issue will be escalated to the next level and a meeting date will be established within 5 working days. At that time, the parties from all three levels will meet to discuss the issues and to come to resolution. If an agreement cannot be reached, the issue will be escalated to the highest level and a meeting date will be established within 5 working days. At that time, all parties will meet to come to resolution.

#### IX. PROGRAMMATIC OPERATIONAL AGREEMENTS

Consistent with applicable State and Federal laws, and not in derogation of the authority granted to each agency under such laws, the parties agree that the following topics may be addressed in subsequent Programmatic Operational Agreements (POAs) establishing cooperative procedures to be followed by each agency: NEPA, long range planning, rights-of-way, material sources, and interdisciplinary (ID) teams. Additional topics may be considered and added at any time as determined necessary. POAs will be attached to and become part of this Memorandum of Understanding. Revisions to POAs may be made whenever necessary and without altering this Memorandum of Understanding.

#### X. SUBJECT TO EXISTING LAWS

This Memorandum of Understanding will clarify the legal rights and remedies which the State of Arizona and the United States would otherwise have.

A. Each and every provision herein is subject to the applicable laws and regulations of Arizona, the laws of the United States, the regulations of the Secretary of the Interior and the regulations of the Secretary of Transportation.

B. Nothing herein will be construed as limiting or affecting in any way the authority or legal responsibility of the State Engineer, ADOT, the Division Administrator, FHWA, or the State Director, BLM, or as binding on the BLM, ADOT, or FHWA to perform beyond the respective authority of each, or to require any party to assume or expend any sum in excess of appropriations available. It is understood that all the provisions herein must be within financial, legal, and personnel limitations as determined practical by the State Engineer, ADOT, the Division Administrator, FHWA, and the State Director, BLM for their respective responsibilities.

C. In carrying out the provisions of the Memorandum of Understanding, and any appendices or attachments hereto, prevailing systems and procedures will be clarified and streamlined to the greatest extent possible.

#### XI. MODIFICATIONS, EFFECTIVE DATE, AND TERMINATION

This Memorandum of Understanding and any attachments, modifications, or appendices attached hereto shall become effective as soon as signed by all parties and shall continue in force until formally terminated by any signatory hereto after forty-five (45) days notice in writing to the others of its intention to do so.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by the State Director, Bureau of Land Management, Arizona; the State Engineer, Arizona Department of Transportation; and the Division Administrator, Arizona Division of the Federal Highway Administration on this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

UNITED STATES

BY: \_\_\_\_\_

Denise P. Meridith  
State Director  
Bureau of Land Management  
Arizona

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Robert E. Hollis  
Division Administrator  
Federal Highway Administration  
Arizona

Date: \_\_\_\_\_

STATE OF ARIZONA

BY: \_\_\_\_\_

Thomas G. Schmitt  
State Engineer  
Arizona Department of Transportation

Date: \_\_\_\_\_